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9 Attorneys for Plaintiffs

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,**  
11 **FOR THE COUNTY OF SAN FRANCISCO-UNLIMITED JURISDICTION**

12 CURTIS ANDERSON; TERRENCE BANKS;  
13 IRMA BRADLEYSHAW; AARON BRUNDIGE;  
14 CHRISTINA CARDOZA; JOHNNY  
15 CRAWFORD; PAMELA DARDEN; TOMI  
16 DAVIS; TONY DELEMA; DIEGO DURAN;  
17 DONA ELDERS; JAIME FAALOGOIFO;  
18 STEVEN FERGUSON; SHYLENE FLORES;  
19 ALEGRA FREEMAN; FRED GORTON;  
20 SELESTINE GRAHAM; BELTRAN GEMORA;  
21 JASON GREATHOUSE; AMANDA HINKLE;  
22 REGINALD HUGHES; ROBERT HURLEY;  
23 SPENCINA JACKSON; SHANTE JOHNSON;  
24 SEAN KEYOTE; MANUEL METCALF; ERIC  
25 MOSS; STEPHEN PERRY; ROBERT PORTER;  
26 STANLEY PROCTOR;; JAVIER RAMIREZ;  
27 YOLANDA REED; TIMOTHY REILLY; JACKIE  
28 ROBINSON; AUBIN SCOTLAND; JIM SMITH;  
MISAMI SMITH; MARK SUTTON; EMORY  
TAYLOR; FREDDY TAYLOR; NICOLE  
THIERRY; ANGELA UNDERWOOD; RUBIN  
VILLAREAL; BRYAN WHILEY; and  
CASSANDRA WYATT,

Plaintiffs,  
vs.

MERCY HOUSING MANAGEMENT GROUP;  
TAHANAN/833 BRYANT, A California Limited  
Partnership; SAN FRANCISCO HOMES FOR  
THE HOMELESS; REBECCA FOSTER; and  
DOES 1 to 100, Inclusive,

Defendants.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**06/14/2024**  
Clerk of the Court  
BY: AUSTIN LAM  
Deputy Clerk

**CGC-24-615447**

**CASE NO:**

**COMPLAINT FOR DAMAGES**

1. Breach of the Implied Warranty of Habitability
2. Habitability Tort
3. Nuisance
4. Quiet Enjoyment
5. Negligence
6. Disability Discrimination under FEHA
7. Violations of the San Francisco Rent Ordinance section 37.10B
8. Intentional Infliction of Emotional Distress
9. Negligent Infliction of Emotional Distress
10. Request for Punitive Damages
11. Request for Reasonable Attorneys' Fees
12. Demand for Jury Trial

1  
2  
3 Plaintiffs allege:

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 1. Plaintiffs are informed and believe, and thereon allege that  
6  
7 MERCY HOUSING MANAGEMENT GROUP, TAHANAN/833 BRYANT, a  
8 California Limited Partnership, SAN FRANCISCO HOMES FOR THE HOMELESS,  
9 REBECCA FOSTER, and DOES 1 to 100, inclusive, were, at all times relevant and  
10 material to this Complaint, the managers, owners, master leaseholders, and landlords of  
11 a residential rental property located at as 833 Bryant Street, San Francisco, California  
12 and hereinafter referred to as "subject property," or "subject premises."

13  
14 2. Plaintiffs are informed and believe and thereon allege that Defendant  
15 DOES 1-20, inclusive, are individuals, corporations, partnerships, joint ventures, limited  
16 liability companies or partnerships, limited partnerships, or other business entities,  
17 whose form is presently unknown to Plaintiffs and who are authorized to do business in  
18 the State of California.

19  
20 3. Plaintiffs are informed and believe that all Defendants and DOES 21 to  
21 30, inclusive, were at all times relevant and material to this Complaint, leaseholders of  
22 the subject premises who operated and managed the premises with full authority and  
23 consent from the remaining Defendants, sued herein as Does 1-100, inclusive, at all  
24 times relevant hereto.

25  
26  
27 4. Plaintiffs are informed and believe, and thereon allege that at all times  
28 relevant and material, all Defendants, and each of them, were acting under the authority

1 and within the scope of their relationship to all of the other Defendants as agent,  
2 employee, servant, or joint venturer of the other and ratified one another's conduct with  
3 respect to the ownership and operation of the subject premises.  
4

5 5. On information and belief, all decisions concerning the condition of the  
6 subject premises were under all Defendants' control and power. Unless otherwise  
7 alleged, all illegal and wrongful acts occurred in or around the subject premises. Thus,  
8 venue is properly before this Court.  
9

10 6. Plaintiffs are ignorant of the true names and capacities of Defendants  
11 sued herein as DOES 1 to 100, inclusive, and therefore, pursuant to California Code of  
12 Civil Procedure Section 474, Plaintiffs sue these Defendants by such fictitious names.  
13

14 7. As to those allegations alleged in the complaint on information and  
15 belief, Plaintiffs are informed and believe that the same are true and correct.  
16

17 8. Plaintiffs are informed and believe that each of the named and  
18 fictitiously named Defendants are responsible in some manner for the occurrences  
19 alleged herein and that Plaintiffs' damages were proximately caused by their conduct.  
20

21 9. Plaintiffs will seek leave of Court to amend this complaint so as to allege  
22 the true names and capacities of each such DOE Defendant when the same has been  
23 ascertained.  
24

25 10. Plaintiffs are informed and believe that each of the Defendants, including  
26 the fictitiously named Defendants, were the agents, servants, employees, master lessor  
27 and leasee, and joint venturers of each of the other Defendants; and, in doing the things  
28 hereinafter alleged were acting within the course and scope of such agency, servitude,

1 employment, and joint venture.  
2

3 11. Plaintiffs are informed and believe that each and every wrongful and  
4 illegal act done by the Defendants complained of was done with the express or implied  
5 approval of all Defendants; and each Defendant has had actual or constructive  
6 knowledge of, and has ratified and approved the acts and omissions of the other  
7 Defendants, both named and fictitiously named.  
8

9 12. Plaintiffs are informed and believe that each of the Defendants acted in  
10 concert and furtherance of each other's interests; and that each Defendant, both named  
11 and fictitiously named, is individually, jointly, and severally liable for the wrongdoing  
12 alleged herein.  
13

14 13. Plaintiffs are informed and believe that all Defendants were Plaintiffs'  
15 landlords with respect to the subject property and during the times complained of  
16 herein.  
17

18 14. Plaintiffs are informed and believe all that of the untenable conditions  
19 complained of herein have existed from the day each Plaintiff moved in to the present.  
20

21 15. All named Plaintiffs resided at subject premises for thirty (30) or more  
22 consecutive days at the subject premises, and, therefore, all Plaintiffs were tenants of the  
23 subject premises by operation of law.  
24

25 16. Plaintiff CURTIS ANDERSON moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.  
28

17. Plaintiff TERRENCE BANKS moved into the subject premises, had paid

1 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
2 said premises.  
3

4 18. Plaintiff IRMA BRADLEYSHAW moved into the subject premises, had  
5 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
6 tenant of said premises.  
7

8 19. Plaintiff AARON BRUNDIGE moved into the subject premises, had  
9 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
10 tenant of said premises.  
11

12 20. Plaintiff CHRISTINA CARDOZA moved into the subject premises, had  
13 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
14 tenant of said premises.  
15

16 21. Plaintiff JOHNNY CRAWFORD moved into the subject premises and  
17 had remained a known resident for at least thirty-two (32) day and is thus a tenant of  
18 said premises.  
19

20 22. Plaintiff PAMELA DARDEN moved into the subject premises, had paid  
21 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
22 said premises.  
23

24 23. Plaintiff TOMI DAVIS moved into the subject premises, had paid rent,  
25 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
26 premises.  
27

28 24. Plaintiff TONY DELEMA moved into the subject premises, had paid  
rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of

1  
2 said premises.

3 25. Plaintiff DIEGO DURAN moved into the subject premises, had paid  
4 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
5 said premises.

6 26. Plaintiff DONA ELDERS moved into the subject premises, had paid  
7 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
8 said premises.

9 27. Plaintiff JAIME FAALOGOIFO moved into the subject premises, had  
10 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
11 tenant of said premises.

12 28. Plaintiff STEVEN FERGUSON moved into the subject premises, had  
13 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
14 tenant of said premises.

15 29. Plaintiff SHYLENE FLORES moved into the subject premises, had paid  
16 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
17 said premises.

18 30. Plaintiff ALEGRA FREEMAN moved into the subject premises, had  
19 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
20 tenant of said premises.

21 31. Plaintiff FRED GORTON moved into the subject premises, had paid  
22 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
23 said premises.

1  
2 32. Plaintiff SELESTINE GRAHAM moved into the subject premises, had  
3 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
4 tenant of said premises.

5 33. Plaintiff BELTRAN GEMORA moved into the subject premises, had  
6 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
7 tenant of said premises.  
8

9 34. Plaintiff JASON GREATHOUSE moved into the subject premises, had  
10 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
11 tenant of said premises.  
12

13 35. Plaintiff AMANDA HINKLE moved into the subject premises, had paid  
14 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
15 said premises.  
16

17 36. Plaintiff REGINALD HUGHES moved into the subject premises, had  
18 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
19 tenant of said premises.  
20

21 37. Plaintiff ROBERT HURLEY moved into the subject premises, had paid  
22 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
23 said premises.  
24

25 38. Plaintiff SPENCINA JACKSON moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.

28 39. Plaintiff SHANTE JOHNSON moved into the subject premises, had paid

1 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
2 said premises.  
3

4 40. Plaintiff SEAN KEYOTE moved into the subject premises, had paid  
5 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
6 said premises.  
7

8 41. Plaintiff MANUEL METCALF moved into the subject premises, had  
9 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
10 tenant of said premises.  
11

12 42. Plaintiff ERIC MOSS moved into the subject premises, had paid rent,  
13 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
14 premises.  
15

16 43. Plaintiff STEPHEN PERRY moved into the subject premises, had paid  
17 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
18 said premises.  
19

20 44. Plaintiff ROBERT PORTER moved into the subject premises, had paid  
21 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
22 said premises.  
23

24 45. Plaintiff STANLEY PROCTOR moved into the subject premises, had  
25 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
26 tenant of said premises.  
27

28 46. Plaintiff JAVIER RAMIREZ moved into the subject premises, had paid  
rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of



1 said premises.

2  
3 47. Plaintiff YOLANDA REED moved into the subject premises, had paid  
4 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
5 said premises.

6  
7 48. Plaintiff TIMOTHY REILLY moved into the subject premises, had paid  
8 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
9 said premises.

10  
11 49. Plaintiff JACKIE ROBINSON moved into the subject premises, had paid  
12 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
13 said premises.

14  
15 50. Plaintiff AUBIN SCOTLAND moved into the subject premises, had paid  
16 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
17 said premises.

18  
19 51. Plaintiff JIM SMITH moved into the subject premises, had paid rent, and  
20 had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
21 premises.

22  
23 52. Plaintiff MISAMI SMITH moved into the subject premises, had paid  
24 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
25 said premises.

26  
27 53. Plaintiff MARK SUTTON moved into the subject premises, had paid  
28 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
said premises.

1  
2 54. Plaintiff EMORY TAYLOR moved into the subject premises, had paid  
3 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
4 said premises.

5 55. Plaintiff FREDDY TAYLOR moved into the subject premises, had paid  
6 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
7 said premises.  
8

9 56. Plaintiff NICHOLE THIERRY moved into the subject premises, had  
10 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
11 tenant of said premises.  
12

13 57. Plaintiff ANGELA UNDERWOOD moved into the subject premises,  
14 had paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
15 tenant of said premises.  
16

17 58. Plaintiff RUBIN VILLAREAL moved into the subject premises, had  
18 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
19 tenant of said premises.  
20

21 59. Plaintiff BRYAN WHILEY moved into the subject premises, had paid  
22 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
23 said premises.  
24

25 60. Plaintiff CASSANDRA WYATT moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.  
28

1  
2  
3                   **FIRST CAUSE OF ACTION**  
4                   **(Plaintiffs against all Defendants)**  
5                   **(Breach of the Implied Warranty of Habitability)**

6 61.               Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
7 paragraphs 1 through 60 as though fully set forth herein.

8 62.               With respect to the residential rental premises identified in this  
9 complaint, there were defective conditions, untenantable conditions and code violations  
10 which together and individually violate law, which include, but are not limited to the  
11 Uniform Housing Code, the Uniform Building Code, California Civil Code sections  
12 1941.1, 1941.3, 1942 et. seq. 1942.4, and the California Health and Safety Code  
13 sections 17920.3, 17920.10 and related sub-sections, and other city and county codes  
14 according to proof.  
15

16  
17 63.               Plaintiffs have been adversely affected and damaged by one or more of  
18 living conditions which include, but are not necessarily limited, to the following:

- 19               a.     Bed bug infestation.  
20               b.     Cockroach infestation.  
21               c.     Rodent infestation.  
22               d.     Lack of effective waterproofing and weather protection.  
23               e.     Unsanitary and inadequate garbage and trash areas and removal.  
24               f.     Non-working smoke detectors.  
25               g.     Fire hazards in building.  
26               h.     Lack of safe fire or emergency exit for some Plaintiffs.  
27  
28

- 1  
2 i. Elevators which do not operate.  
3 j. Lack of security which allows the regular presence of trespassers in and  
4 around the subject premises.  
5 k. Lack of security which allows criminal threats and attacks on Plaintiffs  
6 and others in and around the subject premises.  
7  
8 l. Lack of effective and safe plumbing facilities.  
9 m. Lack of hot or cold running water and a properly working sewage  
10 system.  
11 n. Lack of heating facilities.  
12 o. Poor electrical lighting and/or wiring.  
13 p. Poor condition of floors.  
14 q. Trip and fall hazards.  
15 u. Slip and fall hazards.  
16 r. On site disruptive and dangerous construction.  
17 s. Water intrusion  
18  
19  
20

21 64. The unhealthy, unsafe, dangerous, and defective conditions alleged  
22 herein have existed in violation of law which requires that a building intended and used  
23 for human occupancy be maintained with habitable conditions.  
24

25 65. Defendants had actual or constructive knowledge of the untenable  
26 conditions in their property but failed or refused to effectively correct them. The defects  
27 and conditions were not caused by the wrongful or abnormal use of the premises by  
28 Plaintiffs or anyone else acting on Plaintiffs' behalf.

1  
2 66. Because of the conduct of the Defendants sued herein as alleged above,  
3 all Defendants breached and violated the implied duty to provide and maintain the  
4 subject premises in a habitable condition and violated other provisions of law as alleged  
5 herein.

6  
7 67. As a proximate and legal result of the acts and omissions of the  
8 Defendants sued herein, the subject premises were untenable, unsafe, and dangerous.

9 68. As a proximate result of the conditions existing in the premises and the  
10 conduct of Defendants herein, Plaintiffs have sustained compensatory, economic, non-  
11 economic in amounts according to proof.

12  
13 69. As a proximate result of the conditions existing in the premises and the  
14 conduct of Defendants herein, Plaintiffs are entitled to statutory enhancements in  
15 amounts according to proof.  
16

17 **SECOND CAUSE OF ACTION**  
18 **(Plaintiffs against all Defendants)**  
19 **(Habitability Tort)**

20 70. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
21 paragraphs 1 through 69 as though fully set forth herein.

22 71. Plaintiffs asserted their rights under law, complained, and Plaintiffs  
23 provided notice about the untenable conditions existing at the subject premises to  
24 Defendants, Defendants' agents, and/or government officials. The untenable  
25 conditions were sufficient to provide constructive notice to all Defendants and have  
26 existed from the day each Plaintiff moved into the subject premises to the present. In  
27 response, Defendants failed and refused to make timely repairs and correct the  
28

1 untenable conditions.

2  
3 72. Plaintiffs have suffered physical injury, mental distress, annoyance,  
4 and/or discomfort as a result of the untenable conditions listed above. As a proximate  
5 and legal result of the tortious conduct of Defendants, and each of them, Plaintiffs have  
6 lost full use of the premises and have sustained general damages.  
7

8 73. Defendants' failure and refusal to correct the defects in the subject  
9 premises and their conduct in dealing with plaintiffs was tortious, intentional,  
10 outrageous, despicable, malicious, or oppressive; or was done in a conscious disregard  
11 of the rights, health, and safety of Plaintiffs; and therefore, defendants are liable for  
12 punitive and exemplary damages.  
13

14 **THIRD CAUSE OF ACTION**  
15 **(Plaintiffs against all Defendants)**  
16 **(Nuisance)**

17 74. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
18 paragraphs 1 through 73 as though fully set forth herein.

19 75. By virtue of Plaintiffs' rental of the subject premises, Plaintiffs have a  
20 property interest in the subject premises:  
21

22 76. The untenable conditions of the subject premises as alleged above  
23 including the poorly maintained elevators constituted a nuisance under Civil Code  
24 section 3479 et. seq. and Code of Civil Procedure section 731 on the grounds that  
25 Plaintiffs were deprived of the full safe and healthy use of the premises.  
26

27 79. Defendants were required by law to abate the nuisance but failed to do so  
28 and thus conditions on the premises constituted a nuisance under Civil Code section

1 3479 and the San Francisco Public Health Code which deprived Plaintiffs of the safe  
2 and healthy use of the entire subject premises.

3  
4 78. With respect to the non-operating elevators, Defendants were required by  
5 law to abate the nuisance by permanently fixing the elevators so that they worked in a  
6 good, reliable, and efficient manner, but failed and refused to do so.

7  
8 79. As a proximate result of defendant's conduct, Plaintiffs have sustained  
9 economic and non-economic damages.

10 80. By their conduct in maintaining the nuisance, Defendants, and each of  
11 them, acted with a conscious disregard of the rights and safety of Plaintiffs herein.  
12 Defendants' failure to correct the defective elevator in the premises and their conduct in  
13 dealing with Plaintiffs was done in a conscious disregard of the rights, health, and safety  
14 of Plaintiffs; and therefore, Defendants are liable for punitive and exemplary damages.  
15  
16

17 **FOURTH CAUSE OF ACTION**

18 **(Plaintiffs against All Defendants)**

19 **(Breach of the Implied Covenant of Quiet Enjoyment)**

20 81. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
21 paragraphs 1 through 80 as though fully set forth herein.

22 82. The contractual relationship between Defendants sued herein and  
23 Plaintiffs contained an implied covenant of quiet enjoyment.

24  
25 83. Defendants breached Plaintiffs' right to quiet enjoyment of the premises  
26 by not maintaining the subject premises in a habitable condition and specifically by not  
27 maintaining the elevators as alleged herein and by failing and refusing to remedy the  
28 defects of the elevators as alleged in this Complaint.

1 84. The conduct of all Defendants constitutes a breach of the implied  
2  
3 covenant of quiet enjoyment.

4 85. As a proximate and legal result thereof, Plaintiff have suffered economic  
5  
6 and non-economic damages.

7 86. As a further result of Defendants' conduct, Plaintiffs are entitled to  
8  
9 compensatory damages, reasonable attorneys' fees, and costs in amounts according to  
10  
11 proof for the breach of the implied covenant of quiet enjoyment and for violations of the  
12 San Francisco Rent Stabilization and Arbitration Ordinance section 37.10B, as alleged  
13 herein.

14 **FIFTH CAUSE OF ACTION**  
15 **(Plaintiffs against all Defendants)**  
16 **(Negligence)**

17 87. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
18  
19 paragraphs 1 through 86, with the exception of those allegations alleging punitive  
20 damages, as though fully set forth herein.

21 88. At all times relevant and material to the complaint, Defendants were  
22  
23 under a duty to exercise due care in the operation and management of the subject  
24 premises. Defendants breached this duty by failing to disclose and correct the  
25 untenable and illegal conditions as alleged herein; by failing to comply with all  
26 applicable health, safety and disability laws; and in the manner in which Defendants  
27 conducted themselves with respect to Plaintiffs.

28 89. As a proximate result of the conduct of Defendants, and each of them,  
Plaintiffs have sustained economic losses, and have suffered non-economic damages



1 including but not limited to physical injury, discomfort, annoyance, and fear for their  
2 own health and safety.

3  
4 90. As a result thereof, Plaintiffs have suffered general damages in an  
5 amount according to proof.

6  
7 **SEVENTH CAUSE OF ACTION**  
8 **(Plaintiffs against all Defendants)**  
9 **(Disability Discrimination under FEHA--Failure to Accommodate)**

10 91. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
11 paragraphs 1 through 90 as though fully set forth herein.

12 92. Some Plaintiffs have a disability as defined by Government Code  
13 sections 12955.3 and 12926, subdivision (m).

14 93. Each Defendant, named and unnamed, is an "owner" as defined in  
15 Government Code section 12927. Said Defendants have, and are, doing business in the  
16 City and County of San Francisco, California; and are subject to suit under the  
17 California Fair Employment and Housing Act, as codified in Government Code section  
18 12900, et. seq. ("FEHA").

19  
20 94. The subject premises located at 833 Bryant Street, San Francisco,  
21 California is a "housing accommodation" as defined by Government Code section  
22 12927, subdivision (d).

23  
24 95. Government Code section 12955, subdivision (a) prohibits owners of  
25 housing accommodations from discriminating against any person because of his or her  
26 disability.

27  
28 96. At all times material and relevant to the Complaint, some Plaintiffs had a

1 disability as described under FEHA. Plaintiffs' ability to walk is impaired. Some  
2  
3 Plaintiffs use a cane, a walker or a mobile chair for assistance in mobility. Or, Plaintiffs  
4 have other disabilities which substantially affect a major life activity and impairs each's  
5 ability to walk or climb stairs.  
6

7 97. All Defendants knew or should have known about some Plaintiffs'  
8 disabilities because all Defendants, both named and fictitiously named, and their agents  
9 and employees have seen those Plaintiffs use a cane, a walker, or a wheelchair. All  
10 Defendants knew or should have known about those Plaintiffs' disabilities because all  
11 Defendants, both named and fictitiously named, and their agents and employees have  
12 access to each of those Plaintiff's resident and healthcare file where such information  
13 about each of those Plaintiff's physical condition is available. Plaintiffs, either directly  
14 or through co-tenants or others have complained to Defendants about discrimination  
15 based on disability. Furthermore, on information and belief, Defendants, both named  
16 and fictitiously named, and their agents and employees have been the recipients of  
17 notifications about the subject property's problematic elevators by other persons, such as  
18 fellow tenants and public officials.  
19  
20  
21

22 98. Government Code section 12927, subdivision (c) (1) defines  
23 "discrimination" to include "refusal to make reasonable accommodations in rules,  
24 policies, practices, or services when these accommodations may be necessary to afford a  
25 disabled person equal opportunity to use and enjoy a dwelling." In addition,  
26 discrimination also "include(s) any other denial or withholding of housing  
27 accommodations."  
28

1  
2 99. Government Code section 12955.1, subdivision (a) defines  
3 "discrimination" to include "a failure to design and construct a covered multifamily  
4 dwelling in a manner that allows access to, and use by, disabled persons."

5 100. As alleged herein, all Defendants, both named and fictitiously named,  
6 have discriminated against some Plaintiffs by failing to maintain the subject property in  
7 as manner which allows full access to, and use by some Plaintiffs.  
8

9 101. All Defendants, both named and unnamed, have discriminated against  
10 some Plaintiffs by failing to maintain the subject property in a manner which allows  
11 access to and use of and by some of the Plaintiffs. Specifically, the two elevators in the  
12 building have been in a regular and continuous state of disrepair and non-operation. The  
13 elevators have not been working properly for a period of several years up to the present.  
14 As a result of Defendants' failure to maintain these elevators, some Plaintiffs have  
15 suffered discrimination based on disability.  
16  
17

18 102. As a direct and proximate result of the unlawful discrimination of all  
19 Defendants, both named and fictitiously named, the disabled Plaintiffs have been  
20 harmed in mind and body in that these Plaintiffs have suffered non-economic damages  
21 for humiliation, mental anguish, emotional distress, pain and suffering, and fear in an  
22 amount according to proof.  
23

24 103. All Defendants', both named and fictitiously named, failure and refusal  
25 to effectively correct the non-functioning elevators in the subject property and their  
26 conduct in dealing with the disabled Plaintiffs was done in a conscious disregard of the  
27 rights and safety of the disabled Plaintiffs, and this is shown more specifically as  
28

1 follows: At times where the elevator in the subject property was out of service, the  
2 disabled Plaintiffs remained captive in each's apartment. Or, the disabled Plaintiffs had  
3 to try to use stairs to go up to and down from each's apartment. Or, the disabled  
4 Plaintiffs were adversely affected in other ways according to proof. Although Plaintiffs  
5 and others complained to Defendants, both named and fictitiously named, and/or their  
6 agents and employees, said Defendants and the agents and employees thereof took little  
7 to no effective action to correct the problematic elevator and make it compliant with  
8 requirements of law. Furthermore, agents and employees of all Defendants made  
9 fraudulent and misleading representations or intentionally conceals material facts to  
10 tenants of the subject property, including Plaintiffs about the problematic elevators.  
11 Therefore, Defendants have demonstrated a conscious disregard for the rights, health,  
12 and safety of the disabled Plaintiffs herein. Accordingly, Defendants are liable for  
13 punitive damages.

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18 **EIGHTH CAUSE OF ACTION**  
19 **(Plaintiffs against all Defendants)**  
20 **(Violations of the San Francisco Rent Stabilization**  
21 **and Arbitration Ordinance section 37.10B)**

22 104. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
23 paragraphs 1 through 103 as though fully set forth herein.

24 105. San Francisco Rent Stabilization and Arbitration Ordinance section  
25 37.10B provides: (a) No landlord, and no agent...or employee of the landlord shall do  
26 any of the following in bad faith: (1) Interrupt, terminate or fail to provide housing  
27 services required by contract or by State, County, or local housing health or safety laws;  
28 (2) Fail to perform repairs and maintenance required by contract or by State, County, or

1 local housing, health or safety laws; (3) Fail to exercise due diligence in completing  
2 repairs and maintenance once undertaken..., (9) Violate any law which prohibits  
3 discrimination based on actual or perceived...disability,... (10) Interfere with a tenant's  
4 right to quiet use and enjoyment of a rental housing unit as that right is defined by  
5 California law;...(15) Other repeated acts or omissions of such significance as to  
6 substantially interfere with or disturb the comfort, repose, peace or quiet of any person  
7 lawfully entitled to occupancy of such dwelling unit...or to surrender or waive any rights  
8 in relation to such occupancy.  
9

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12 106. By their conduct as alleged in paragraph 63 above, all Defendants, both  
13 named and fictitiously named, engaged in violations of San Francisco Rent  
14 Stabilization and Arbitration Ordinance section 37.10B (a) (1) (2) (3) (9) (10) (15).  
15 Defendants, both named and unnamed, and each's employees have acted in bad faith in  
16 failing and refusing to maintain the subject premises in habitable condition and  
17 specifically by failing and refusing to maintain the elevators in the subject premises in  
18 good working order so that Plaintiffs herein would and could be able to fully access the  
19 elevator, and enjoy the full benefit, access, peace, and quiet of each's residential rental  
20 housing unit. Although Plaintiffs and others complained to Defendants, both named and  
21 fictitiously named, and/or their agents and employees, said Defendants and the agents  
22 and employees thereof took little to no effective action to correct the problematic  
23 elevators and make the elevators compliant with requirements of law. Defendants made  
24 a conscious and knowing decision on a repetitive basis to specifically permit the  
25 elevators in the building to exist in a constant state of disrepair or non-operation over a  
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1 period of years. Defendants' conduct violated the state Fair Employment and the San  
2 Francisco Rent Stabilization and Arbitration Ordinance on more than one factual basis.

3  
4 107. As a further direct and proximate result of the intentional, and negligent  
5 acts, omissions, and unlawful discrimination of all Defendants, both named and  
6 fictitiously named, Plaintiffs each have been harmed in mind and body in that Plaintiffs  
7 have suffered non-economic damages for humiliation, mental anguish, emotional  
8 distress, pain and suffering in an amount according to proof.

9  
10 108. Under the San Francisco Rent Stabilization and Arbitration Ordinance  
11 section 37.10B (c) (3) (5) all Defendants, both named and fictitiously named, are liable  
12 for each and every offense alleged and proven and for Plaintiffs' actual damages, and  
13 not less than three (3) times the actual damages....and should Plaintiffs be the prevailing  
14 party in this civil action, Plaintiff shall be entitled to reasonable attorney's fees and  
15 costs.  
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18 **NINTH CAUSE OF ACTION**  
19 **(Plaintiffs Against All Defendants)**  
20 **(Intention Tort—Intentional Infliction of Emotional Distress)**

21 109. Plaintiffs repeat, reallege, and incorporate by reference paragraphs 1 to  
22 108 as though fully set forth herein.

23  
24 110. By intentionally or by reckless and conscious disregard, the conduct of  
25 all Defendants, both named and unnamed, in exposing Plaintiffs to the untenable  
26 conditions, the denials of equal access to a public elevator, the exposure of Plaintiffs to  
27 aggressive and violent criminal acts and threats by third parties or dangerous tenants,  
28 among other things, caused intentional infliction of emotional distress to Plaintiffs.

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2 111. As a proximate result of all Defendants' conduct, Plaintiffs have suffered  
3 general damages according to proof.

4 112. The conditions as alleged herein have been longstanding, pervasive and  
5 ineffectively dealt with by all Defendants. Therefore, Defendants have demonstrated a  
6 conscious disregard for the rights, health, and safety of the Plaintiffs herein.  
7

8 Accordingly, Defendants are liable for punitive damages according to proof..

9  
10 **TENTH CAUSE OF ACTION**  
11 **(Plaintiffs Against All Defendants)**  
12 **(Negligent Infliction of Emotional Distress)**

13 113. Plaintiffs repeat, reallege, and incorporate by reference paragraphs 1 to  
14 112 as though fully set forth herein.

15 114. The conduct of all Defendants, both named and unnamed, negligently  
16 caused infliction of emotional distress to Plaintiffs.

17  
18 115. As a proximate result of all Defendant's' conduct, Plaintiffs have suffered  
19 general damages according to proof.

20 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and  
21 each of them, jointly and severally, as follows:


- 22  
23 1. Non-economic damages in an amount according to proof;  
24 2. Punitive damages in an amount according to proof;  
25 3. For reasonable attorneys' fees and costs, including expert witness fees  
26 pursuant to Government Code section 12989.2, Francisco Rent  
27 Stabilization and Arbitration Ordinance section 37.10B, by contract, and  
28 other applicable law;

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6. Costs of suit; and

7. Such other and further relief as the Court may deem proper.

Dated: June 14, 2024

  
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Timothy J. Kodani,  
Attorney for Plaintiffs.